सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 200

e-Stamp

Certificate No.	:	IN-KA101623265740 48U
Certificate Issued Date	:	09-Dec-2022 11:59 AM
Account Reference	:	NONACC (FI)/ kacrsfl08/ HBR LAYOUT/ KA-SV
Unique Doc. Reference	:	SUBIN-KAKACRSFL08222536254540 28U
Purchased by	:	NAGESH M
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	EXECUTIVE ENGINEER YELAHANKA DIVISION
Second Party	:	NAGESH M
Stamp Duty Paid By	:	NAGESH M
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

SWMCES LTD. (R) ★ Bhore ★ #15/1 HBR BDA Complex, Authorised Signatory Mob 9341805570 Ph:080-32005851

Please write or type below this line

BRUHAT BANGALORE MAHANAGARA PALIKE

AGREEMENT

No.BBMP/EE/YNK.D/E-PMT-12/AG/ 73 **/2022-23** **Dated:** 30/12/2022

This agreement, made the ..30th Dec 2022.. between Executive Engineer, Yelahanka Division, Yelahanka Zone, Bangalore-64 on behalf of the Commissioner, Bruhath Bangalore Mahangara palike office , Bangalore (herein after called the employer) of the one part and SRI.NAGESH.M, No.E-27, Horamavu Agara, Horamavu Post, Bangalore-560043 (here in after called the contactor) of the other part.

Nagesh-M

Executive Engineer
Yelahanka Division
Yelahanka Zone
Bruhat Bangalore Mahanagara Palike

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Whereas the Employer is desirous that the Contractor "Improvements to balance roads and drians at Ananthapura village in chowdeshwari ward no-02 of yelahanka Sub division." and the Employer has accepted the tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees of **Rs.13,39,756/-** (Rupees Thirteen lakhs Thirty Nine Thousand Seven Hundred Fifty Six Only) and 18% GST **Rs.2,41,156/-** (Rupees Two lakhs Forty One Thousand One Hundred Fifty Six Only) Which is (-) 20.87% below of amount put to tender.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The CONTRACTOR shall complete the work to the satisfaction of the BBMP and shall rectify the defects, if any, during the defects liability period of **one year from the** date of completion of the work and the agency has submitted Security deposit amount received of **Rs.40,500/-** in the form of DD Vide No:154955, Dated:14.12.2022 **issued on Bank of Baroda, Kalyananagara, Bangalore** and Difference amount received of Rs.2,65,400/- in the form of DD Vide No:154957, Dated:14-12-2022 and Rs.88,000/-, in the form of DD Vide No:154971, Dated:02-01-2023 from **Bank of Baroda, Kalyananagara, Bangalore** Security deposit recovered from the CONTRACTOR shall be released only after completion of the Defects Liability Period of 1 Year from the date of completion of work without interest thereon as per tender document.
5. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   - i) Letter of Acceptance;
   - ii) Notice to proceed with the works;
   - iii) Contractor's Tender;
   - iv) Contract Data;
   - v) Conditions of contract (including Special Conditions of Contract);
   - vi) Specifications;
   - vii) Drawings;
   - viii) Bill of Quantities; and
   - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

In Witness, whereas the parties have set their hand and seal this day and year first mentioned.

Executive Engineer (Yelahanka Division)
Bruhat Bangalore Mahanagara Palike
Bangalore-64

Contractor

WITNESS WITH ADDRESS.

1.

2.